

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

DILLARD ROSS,

Plaintiff,

v.

CERES MARINE TERMINALS, INC.,

Intervenor,

and

SYNERGY MARINE PTE LTD; ARGOSY
PTE LTD; and SYNERGY MARITIME PVT
LTD,

Defendants.

CIVIL ACTION NO.: 4:21-cv-74

ORDER

On May 16, 2022, after being advised by the parties that all claims in the case had settled, the Court administratively closed the above-captioned case but provided the parties time to present, at their option, a “dismissal judgment, pursuant to Federal Rule of Civil Procedure 41(a)(2), *incorporating the terms of [their] settlement*, so the Court may retain jurisdiction to enforce the agreement.” (Doc. 45 (emphasis added).) The parties have since filed a Joint Motion for Dismissal With Prejudice, citing Federal Rule of Civil Procedure 41(a)(2). (Doc. 46.) They state that “Plaintiff, Intervenor and Defendants have (a) agreed to a compromise and settlement of all claims asserted in this action; (b) executed a release of claims; and (c) made payment of the settlement amounts.” (Id. at p. 1.) The parties move for dismissal of all claims asserted in Plaintiff’s Complaint and the Intervenor’s Complaint in Intervention, with each party to bear its own costs and attorney’s fees. (Id.) Additionally, they request that the Court retain jurisdiction for sixty days to enforce the terms of the settlement agreement. (Id.) While the parties have failed to

precisely comply with the Court's directive—that, if they wished to have the Court retain jurisdiction to enforce their settlement agreement, they file a dismissal judgment incorporating the terms of their settlement—the Court grants the specific relief requested in the motion. See Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375, 381–82 (1994) (“[W]e think the court is authorized to embody the settlement contract in its dismissal order *or, what has the same effect, retain jurisdiction over the settlement contract[] if the parties agree.*”) (emphasis added). Accordingly, the Court **DIRECTS** the Clerk of Court to **REOPEN** this action, **DISMISSES** this case **WITH PREJUDICE**, and **DIRECTS** the Clerk of Court to enter the appropriate judgment of dismissal and to **CLOSE** this case. However, given that the parties have all consented to the Court retaining jurisdiction over this case for the purpose of enforcing their settlement agreement, the Court **RETAINS** jurisdiction to enforce the terms of the settlement agreement reached by the parties in this case for **SIXTY (60) DAYS** from the date of this Order.

SO ORDERED, this 20th day of May, 2022.



R. STAN BAKER
UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF GEORGIA